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|--|--|--|--|--|------------------------------------|---|
| SOLICITATION, OFFER AND AWARD | | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOAL | Page 1 of 35 |
| 2. Contract No. | | 3. Solicitation No. W58RGZ-07-R-0109 | | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2007JUL05 | 6. Requisition/Purchase No. CSI |
| 7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-AL-B REDSTONE ARSENAL AL 35898-5280 | | | Code W58RGZ | 8. Address Offer To (If Other Than Item 7) | | |

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm (hour) local time 2007JUL05 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|----------------------------------|---|--|
| 10. For Information Call: | Name STESNIE JOHNSON E-mail address: STESNIE.JOHNSON@US.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (256)955-9299 |
|----------------------------------|---|--|

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
| | | | |
| | | | |

| | | | | | |
|--|--|---|-----------------|--|-----------------------|
| 15A. Contractor/Offeror/Quoter | | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) | |
| 15B. Telephone Number (Include Area Code) | | 15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer | | 17. Signature | 18. Offer Date |

AWARD (To be completed by Government)

| | | | | |
|--|--|-------------------|---|--|
| 19. Accepted As To Items Numbered | | 20. Amount | 21. Accounting And Appropriation | |
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | |
| 24. Administered By (If other than Item 7) | | | 25. Payment Will Be Made By | |
| SCD PAS ADP PT | | | | |
| 26. Name of Contracting Officer (Type or Print) | | | 27. United States Of America _____ (Signature of Contracting Officer) | |
| | | | 28. Award Date | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| A-1 | 52.209-4008 | NOTICE TO OFFERORS - FLIGHT SAFETY PARTS REQUIRING ENGINEERING TESTING (USAAMCOM) | FEB/1996 |

(a) The parts being procured under this solicitation are identified as flight safety parts requiring engineering testing. In accordance with the Army policy pertaining to such parts, this procurement is limited to only those sources (1) who have been approved in accordance with AMCOM (previously ATCOM) source approval procedures and (2) whose part has successfully completed all required engineering testing. Notwithstanding the fact that the technical data package may list sources who have not been tested, only those sources listed in Section B are eligible for award.

(b) By submitting an offer/bid/quote, the contractor certifies that (1) parts representative of the parts it will deliver have previously been subjected to and have passed all requisite engineering testing and (2) the critical manufacturing processes that will be used to produce the parts are either unchanged since the representative parts were tested or that changes in critical manufacturing processes have been approved by the Government in accordance with QE-STD-1 or other Government approved standard. The contractor agrees to provide any and all pertinent documentation which the Government deems necessary to show compliance with the foregoing requirements.

(End of Clause)

THIS PROCUREMENT IS RESTRICTED TO SPACE LOK INC., CAGE CODE:16258, AVIBANK MFG INC., CAGE CODE:84256, AND SIKORSKY AIRCRAFT CORPORATION CAGE CODE: 78286.

Distribution Code C
This acquisition contains technical data whose export is restricted by the Arms Export Control Act (Title 22, USC., SEC 2751 ET SEQ) Or the Export Administration Act (Title 50, USC., APP 2401-2402) Executive Order 121470.
This information can be released to United States government agencies and their contractors.

NOTICE: YOUR ATTENTION IS INVITED TO FEDERAL ACQUISITION REGULATION(FAR) 15.403 RELATIVE TO THE REQUIREMENTS FOR OBTAINING COST AND PRICING INFORMATION. THIS IS NOT TO BE AN INDEPENDENTLY COMPETITIVE REQUIREMENT THEREFORE YOU ARE REQUIRED TO SUBMIT COST AND PRICING DATA WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR OFFER BEING CONSIDERED NON-RESPONSIVE.

Contractors may access solicitation and all applicable drawings via the following web link:\~
<https://wwwproc.redstone.army.mil/acquisition/>\~ Click Current AMCOM business opportunities click Solicitations- Aviation/Missile, click Continue, type in solicitation W58RGZxxxxxxx, click icon TDP to view drawings. A pop-up message will occur to input LOGON ID and PASSWORD.\~ Once youre logged in, click on the TDP icon to view all applicable drawings.

CONTRACTORS MAY MAIL QUOTES INTO THIS COMMAND AT THIS ADDRESS:
U.S. ARMY AVAIATION \$ MISSLE COMMAND
W58RGZ-07-R-0109
ATTN: STESNIE JOHNSON
ACQUISITION CENTER, BLDG 5303
BLACKHAWK, AMSAM-AC-AL-B
REDSTONE ARSENAL, AL 35898

*** END OF NARRATIVE A0001 ***

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|---------|---|----------|------|------------|--------|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>This is an Indefinite Delivery Indefinite Quantity contract pursuant to FAR 52.216-22. The Government's minimum initial quantity to be awarded simultaneously with the award of the basic contract is <u>3280</u> each. The Government's maximum quantity which may be awarded under this contract over five separate ordering periods is <u>33948</u> each. The maximum quantities called out in this contract exceed current estimated quantities. Any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Estimated quantity to be procured within a certain period is specified below. Please insert your Firm Fixed Unit Price for the 1st, 2nd, 3rd, 4th and 5th year in the spaces provided below. Funds shall be obligated by issuance of delivery orders and not by the contract itself.</p> <p>The 1st ordering period is from date of award to the last day of the 365 days after award.</p> <p>The firm fixed price(FFP)for the 2nd ordering period is from the 366th day to 730th day after the effective date of award.</p> <p>The firm fixed price(FFP)for the 3rd ordering period is from the 731st day to the 1,095th day after the effective date of award.</p> <p>The firm fixed price(FFP)for the 4th ordering period is from the 1,096th day to the 1,460th day after the effective date of award.</p> <p>The firm fixed price(FFP)for the 5th ordering period is from the 1,461st day to the 1825th day after the effective date of award.</p> <p>The Government intends to award only one basic Indefinite Delivery Indefinite Quantity contract as a result of this solicitation.</p> <p>The estimated (e) quantities listed herein do not commit the Government to order that or any quantity above the minimum quantity.</p> <p>All references to F.O.B. Origin throughout this solicitation apply only to all quantities ordered after the first ordering period.</p> <p>(End of narrative A001)</p> <p>NSN: 5306-01-096-5592 FSCM: 78286 PART NR: 70400-08159-101 SECURITY CLASS: Unclassified</p> | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0001AA | <p><u>PRODUCTION QUANTITY ORDERING PERIOD 1</u></p> <p>3280</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: BOLT, MACHINE</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>MIL STD 129 MARKINGS SHALL APPLY</p> <p>THE "SHIP TO" LOCATION WILL BE FURNISHED WITH EACH DELIVERY ORDER.</p> <p>REQUIRED DELIVERY FOR OUTYEARS SHALL BE 250 DAYS AFTER ISSUANCE OF EACH DELIVERY ORDER.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p> | 3280 | EA | \$ _____ | \$ _____ |
| 0001AC | <p><u>CDRL DATA ITEM</u></p> <p>1</p> <p>LO</p> <p>\$ ** NSP **</p> <p>\$ ** NSP **</p> <p>NOUN: SNRR - ATTACHMENT 1</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 SEE DD FORM 1423</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0002 | FOB POINT: Destination SHIP TO: (W81D17) US ARMY AVIATION & MISSILE COMMAND ATTN: AMSAM-MMC-MA-NM REDSTONE ARSENAL AL 35898-5280 NSN: 5306-01-096-5592 FSCM: 78286 PART NR: 70400-08159-101 SECURITY CLASS: Unclassified | | | | |
| 0002AA | <u>PRODUCTION QUANTITY ORDERING PERIOD 2</u> NOUN: BOLT, MACHINE <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial MIL STD 129 MARKINGS SHALL APPLY THE "SHIP TO" LOCATION WILL BE FURNISHED WITH EACH DELIVERY ORDER. REQUIRED DELIVERY FOR OUTYEARS SHALL BE 250 DAYS AFTER ISSUANCE OF EACH DELIVERY ORDER. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | 3280 (E) | EA | \$ _____ | \$ _____ |
| 0003 | NSN: 5306-01-096-5592 FSCM: 78286 PART NR: 70400-08159-101 SECURITY CLASS: Unclassified | | | | |
| 0003AA | <u>PRODUCTION QUANTITY ORDERING PERIOD 3</u> | 3280 (E) | EA | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0004 | <p>NOUN: BOLT, MACHINE</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>MIL STD 129 MARKINGS SHALL APPLY</p> <p>THE "SHIP TO" LOCATION WILL BE FURNISHED WITH EACH DELIVERY ORDER.</p> <p>REQUIRED DELIVERY FOR OUTYEARS SHALL BE 250 DAYS AFTER ISSUANCE OF EACH DELIVERY ORDER.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>NSN: 5306-09-655-92 FSCM: 78286 PART NR: 70400-08159-101 SECURITY CLASS: Unclassified</p> | | | | |
| 0004AA | <p><u>PRODUCTION QUANTITY ORDERING PERIOD 4</u></p> <p>NOUN: BOLT, MACHINE</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>MIL STD 129 MARKINGS SHALL APPLY</p> <p>THE "SHIP TO" LOCATION WILL BE FURNISHED WITH EACH DELIVERY ORDER.</p> <p>REQUIRED DELIVERY FOR OUTYEARS SHALL BE 250 DAYS AFTER ISSUANCE OF EACH</p> | 3280 (E) | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | DELIVERY ORDER. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | | | | |
| 0005 | NSN: 5306-09-655-92 FSCM: 78286 PART NR: 70400-08159-101 SECURITY CLASS: Unclassified | | | | |
| 0005AA | <u>PRODUCTION QUANTITY ORDERING PERIOD 5</u> NOUN: BOLT, MACHINE <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM-D-3951 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial MIL STD 129 MARKINGS SHALL APPLY THE "SHIP TO" LOCATION WILL BE FURNISHED WITH EACH DELIVERY ORDER. REQUIRED DELIVERY FOR OUTYEARS SHALL BE 250 DAYS AFTER ISSUANCE OF EACH DELIVERY ORDER. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | 3280 (E) | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | Regulatory Cite | Title | Date |
|-----|-----------------|--|------------------------------------|
| C-1 | 52.209-4011 | FLIGHT SAFETY PARTS CRITICAL CHARACTERISTICS NEW MANUFACTURE QE-STD-1 (USAAMCOM) | JUL/2002 |
| | | | QE-STD-1 REVISION D 1 OCT 96 |

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
NEW MANUFACTURE
QE-STD-1

| | Paragraph |
|--|-----------|
| Purpose----- | 1.0 |
| Scope----- | 2.0 |
| References----- | 3.0 |
| Definitions----- | 4.0 |
| Policy----- | 5.0 |
| Requirements----- | 6.0 |
| Manufacturing Planning----- | 6.1 |
| Plan Content----- | 6.1.1 |
| Frozen Planning Requirements----- | 6.1.2 |
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| Certification of Personnel----- | 6.5 |
| Tolerance of Measurement & Test Equipment--- | 6.6 |
| Serialization----- | 6.7 |

1.0 PURPOSE: To establish the minimum level of activity that is required to manufacture Flight Safety Parts (FSPs) containing Manufacturing Critical Characteristics (CCs). Requirements established herein are intended to establish and maintain the integrity of CCs throughout the manufacturing process.

2.0 SCOPE: This document is to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSPs.

- 3.0 REFERENCES:
- a. ANSI/ASQC B1,B2,B3-1996
 - b. ISO 10012-1
 - c. Competition Advocate's Shopping List (CASL)
 - d. AMCOM Regulation 702-7 Flight Safety Critical Aircraft Parts/New Source Testing Program Management

4.0 DEFINITIONS:

a. FSP (Airframe): Any part, assembly, or installation containing a critical characteristic (CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

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b. FSP (Engine): Any part, assembly, or installation containing a critical characteristic whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly, manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

5.0 POLICY: AMCOM will only procure Flight Safety Parts from approved sources. So as to maintain the integrity and quality of these critical spare parts, manufacturers of FSPs, components, sub-assemblies, and assemblies are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (paras. 6.1 - 6.7) shall be complied with by a contractor receiving a contract to produce FSPs. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work.

6.1 MANUFACTURING PLANNING:

6.1.1 PLAN CONTENT: All manufacturing, assembly, and inspection points shall be controlled by detailed procedures outlining each step or parameter of the process along with any materials, tooling, equipment, environmental control, and operator certification required that leads to the specific production of an end item. Plans shall clearly identify all CCs and will include identification, in accordance with contractor procedures, as to its particular revision. All process plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified by subsequent inspection shall clearly define process operating parameters with tolerances.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing manufacturing planning. Review and control of these plans will be the responsibility of the Contractor's Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts manufactured utilizing these plans shall meet all contractual requirements. Plans developed for FSPs shall be frozen when:

- a. In the case of FSPs not requiring engineering testing, under the first production contract for the FSP at such time a successful First Article Test is completed, or at the start of production if FAT is not required.
- b. In the case of FSPs requiring engineering test, at the time articles are manufactured which successfully meet the engineering test requirements.

Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for the item unless changes to the planning are made in accordance with this standard.

6.1.3 CHANGES TO FROZEN PLANNING: The portion of the frozen manufacturing plan pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM, and receipt of approval by the Procurement Contracting Officer (PCO). Changes not affecting critical characteristics or occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), require CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM. When the item, CC, or process is produced by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each production contract, annually, and when process changes occur. It is incumbent upon the prime contractor to assure that subcontractors accomplish self-audits, and the prime shall maintain records verifying that their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor. Critical characteristics which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All inspection records shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the inspection records in such a manner as to draw attention to them. Inspection records shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

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6.3.2 VARIABILITY REDUCTION METHODS: Once the program demonstrates that the critical processes are statistically in control, stable, and capable, the contractor may submit to the PCO for approval its documentation with a request to implement a Statistical Process Control (SPC) program in lieu of 100 percent inspection. This approval authority may be delegated to the Defense Contract Management Agency (DCMA) by the PCO in which case AMCOM will be informed of any approval or suspension of SPC. At the Government's discretion, 100 percent inspection may be reinstated if the process controls prove inadequate.

6.3.3 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor action, rework to print is acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers or deviations of CCs shall be classified as critical and will be forwarded to AMCOM for approval/disapproval.

6.3.4 CONTRADICTORY CRITICAL CHARACTERISTICS: Contradictions between the AMCOM FSP Spares Technical Data Package (STDP) list of critical characteristics and the drawing/specifications shall not be resolved by the order of precedence paragraph in the STDP. The contractor shall notify the PCO immediately and any work pertaining to the critical characteristic in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.5 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered nonconformances that may exist in previously delivered FSPs. Notification is required whether or not the characteristic in question has been classified as a critical characteristic. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers or lot numbers, when applicable.

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSPs shall be traceable to the date and place of production. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly, and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this document for compliance. All documents and referenced data for FSPs shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of at least five years after the contractor ceases to manufacture the part for which this standard applies. At the end of this period, or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 TOLERANCE OF MEASURING & TEST EQUIPMENT (M&TE): M&TE used to inspect FSPs must be discriminate to within ten percent of the total tolerance spread for the feature being inspected except as follows: for total tolerance spreads of less than .001, M&TE must be discriminate to twenty percent of the spread.

6.7 SERIALIZATION: All FSPs require individual serialization or identification by lot number for traceability. The contractor shall request either approval of or assignment of a block of serial numbers (S/Ns) by AMCOM. Serialization shall occur so that any individualized inspection/process that involves a critical characteristic is traceable to a specific S/N. All S/Ns approved for issue or provided by AMCOM shall be accounted for; this includes material scrapped during manufacturing. Serial numbers used in this program shall not be used on any other part manufactured by that contractor. Reporting of the S/Ns to the PCO shall be in accordance with contractual requirements.

C-2 52.247-4005 STATEMENT OF WORK (SOW)--FEDERAL AVIATION ADMINISTRATION (FAA) SEP/1996
AIRWORTHINESS APPROVAL TAG (USAAMCOM)

If any of the items that are the subject of this procurement are also currently being sold to commercial customers and an FAA Form 8130-3, Airworthiness Approval Tag, is required to accompany these parts, the offeror shall:

 a. Identify, in its proposal, these parts; and

 b. If awarded the contract, provide FAA Form 8130-3 to the Government upon delivery of the parts.

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(End of Clause)

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SECTION D - PACKAGING AND MARKING

| Regulatory Cite | Title | Date |
|--|---|----------|
| D-1 52.208-4700 | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUL/2001 |
| If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate. | | |

(End of Clause)

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| D-2 52.247-4700 | BAR CODE MARKINGS (USAAMCOM) | JUN/2003 |
| Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39. | | |

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| E-1 | 52.246- 2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |

E-2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI. The Contractor is required to identify the quality system and provide documentation upon request.

(End of clause)

E-3 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002, (International Organization for Standardization (ISO) 9002) in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

E-4 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996

(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

E-5 52.246-4009 FLIGHT SAFETY PART SUPPLIER INTERFACE AND OVERSIGHT PROGRAM OCT/2002

REQUIREMENTS (USAAMCOM)

This contract is for a Flight Safety part (FSP) and requires special controls as identified in Quality Engineering Standard (QE-STD-1). In addition to the QE-STD-1 requirements, the contractor shall comply with the following:

a. The Contractor shall prepare manufacturing planning documentation in accordance with paragraph 6.1 of QE-STD-1 and DI-MISC-80508A. Any Contractor recommended changes to the manufacturing planning documentation which affect critical characteristics shall be approved by the Government. The Contractor shall not implement any process changes which affect critical characteristics without prior Government approval.

b. Written notification shall be given to the Procurement Contracting Officer (PCO) as soon as possible but at least 30 days prior to first delivery indicating the time frame when the parts being procured under this contract will be actively in production in order that a Supplier Interface and Oversight Program (SIOP) on-site review can be scheduled if such a review is determined by the Government to be necessary. The Contractor will cooperate with and allow the Government to conduct a SIOP on-site review (1-3 days typically) while the parts are actively in production. This review may also require site visits to critical process subcontractors. The purpose of the SIOP on-site review is to thoroughly review manufacturing processes and documentation for FSP and provide feed-back and direction regarding the FSP program.

NOTE: Some of the personnel that support the SIOP program (e.g. evaluate manufacturing planning and participate in the SIOP on-site reviews) are employees of the U.S. Army Aviation and Missile Command (AMCOM) programmatic and technical services support contractors employed under the Omnibus 2000 contract. AMCOM's Directorate for Aviation Engineering (AMRDEC) will, within thirty days of contract award, identify the programmatic and technical services support contractors who may be involved with this contract and may require access to your company's proprietary data (e.g., frozen manufacturing planning) and facilities in performing their duties. Since these contractor personnel are not Federal employees, they will be allowed access only if a Non-Disclosure Agreement (NDA) between their

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employer and your company has been established. A standard NDA will accompany the AMRDEC notification. If a NDA with the identified support contractor has not been entered into by your company, sign and submit the NDA with the frozen manufacturing planning to the PCO within thirty days of contract award. If there are objections to the NDA or the terms or conditions thereof, contact, in writing, the PCO within 10 days of receipt of the AMRDEC notification so as to allow sufficient time for a mutually acceptable arrangement be reached.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.247-29 | F.O.B. ORIGIN | FEB/2006 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-3 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-4 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-5 | 52.247-33 | F.O.B. ORIGIN, WITH DIFFERENTIALS | FEB/2006 |

(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

- (1) Free of expense to the Government delivered--
 - (i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
 - (ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
 - (iii) To a U.S. Postal Service facility; or
 - (iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and
- (2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.
- (b) The Contractor shall--
 - (1)(i) Pack and mark the shipment to comply with contract specification; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2)(i) Order specified carrier equipment when requested by the Government; or
 - (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
 - (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
 - (4) Be responsible for any loss of and/or damage to the goods--
 - (i) Occurring before delivery to the carrier;
 - (ii) Resulting from improper packing and marking; or
 - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
 - (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--
 - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;

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(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load,
 _____ wharf, flatcar, driveway, etc.)

F-6 52.211-4013 ACCELERATED DELIVERY (AUG 2001)--ALTERNATE I (USAAMCOM) AUG/2001

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer.

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SECTION G - CONTRACT ADMINISTRATION DATA

| Regulatory Cite | Title | Date |
|---|---|----------|
| G-1 52.242-4001 | PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) | OCT/2000 |
| (a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract. | | |

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSAM-AC-LS
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSAM-SA
Redstone Arsenal, AL 35898-5000

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SECTION I - CONTRACT CLAUSES

| | Regulatory Cite | Title | Date |
|------|-----------------|--|----------|
| I-1 | 52.202- 1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203- 3 | GRATUITIES | APR/1984 |
| I-3 | 52.203- 5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203- 7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-5 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-6 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2005 |
| I-8 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004) | NOV/2003 |
| I-9 | 52.209- 6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006 |
| I-10 | 52.211- 5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-11 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-12 | 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-13 | 52.219- 8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-14 | 52.219- 9 | SMALL BUSINESS SUBCONTRACTING PLAN | SEP/2006 |
| I-15 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN | JAN/1999 |
| I-16 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2006 |
| I-17 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-18 | 52.222-21 | PROHIBITION ON SEGREGATED FACILITIES | FEB/1999 |
| I-19 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-20 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-21 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-22 | 52.223- 6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-23 | 52.232- 1 | PAYMENTS | APR/1984 |
| I-24 | 52.232- 8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-25 | 52.232-11 | EXTRAS | APR/1984 |
| I-26 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-27 | 52.233- 1 | DISPUTES | JUL/2002 |
| I-28 | 52.233- 3 | PROTEST AFTER AWARD | AUG/1996 |
| I-29 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-30 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-31 | 52.243- 1 | CHANGES -- FIXED-PRICE | AUG/1987 |
| I-32 | 52.246- 2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| I-33 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| I-34 | 52.247-68 | REPORT OF SHIPMENT (RESHIP) | FEB/2006 |
| I-35 | 52.249- 2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-36 | 52.249- 8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-37 | 52.253- 1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-38 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-39 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-40 | 252.219-7003 | SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/2007 |
| I-41 | 252.222-7006 | COMBATING TRAFFICKING IN PERSONS | OCT/2006 |
| I-42 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-43 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-44 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | MAR/2007 |
| I-45 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-46 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-47 | 52.209- 1 | QUALIFICATION REQUIREMENTS | FEB/1995 |

(a) Definition: "Qualification Requirement", as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders

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list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Critical Safety Item Office
 AMSRD-AMR-AE-KS/ Ms. Angel Kirby
 US Army Research, Development, and Engineering Command
 Building 4488
 Redstone Arsenal, AL 35898
 Telephone: (256) 313-8993
 Fax: (256) 313-3205

"(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

"(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I-48 52.216-19 ORDER LIMITATIONS OCT/1995
 (a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than 1000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--
 (1) Any order for a single item in excess of 33948;
 (2) Any order for a combination of items in excess of 33948;or
 (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice,

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the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I-49 252.211-7003 ITEM IDENTIFICATION AND VALUATION JUN/2005
(a) Definitions. As used in this clause -

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number, and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

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"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD Unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --

- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

| Contract line, subline, or exhibit line item No. | Item description |
|---|------------------|
| _____ -NA- _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -NA-.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that --

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

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| Name of Offeror or Contractor: | | |

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until solution is approved by ISO/IEC JTC1 SC 31. The "DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall --

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type. **
- (4) Issuing agency code (if concatenated unique item identifier is used). **

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Name of Offeror or Contractor:

(5) Enterprise identifier (if DoD concatenated unique item identifier is used). **

(6) Original part number. **

(7) Lot or batch number. **

(8) Current part number (if not the same as the original part number). **

(9) Current part number effective date. **

(10) Serial number. **

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.html>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

I-50 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as --

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

(End of clause)

I-51 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAR/2007

(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

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(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Sep 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006), not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-52 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
<http://www.acqnet.gov/far>

DFARS Clauses:
<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:
<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

(End of clause)

I-53 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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I-54 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) - ALTERNATE I DEC/2006
(APR 2003) (DEVIATION)

- (a) Definitions. As used in this clause --
- (1) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an "electronic component" regardless of the tier of the end product at which it is installed.
- (2) "End product" means supplies delivered under a line item of this contract.
- (3) "Qualifying country" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (4) "Specialty metals" means any of the following:
- (i) Steel --
- (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
- (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.
- (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.
- (iii) Titanium and titanium alloys.
- (iv) Zirconium and zirconium base alloys.
- (b) Any specialty metals delivered under this contract shall be melted or produced in the United States or its outlying areas.
- (c) This clause does not apply to specialty metals --
- (1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
- (2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is --
- (i) Produced by the Contractor; or
- (ii) If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic component was acquired.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

(End of clause)

I-55 52.245-4006 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM) OCT/1992

(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

Name of Offeror or Contractor:

(1) Mailing address (including 9 digit zip code):

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code
where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|-------|-------------|--------------------|----------------|
| Attachment 0001 | SNRR | 13-MAR-2007 | | FAX |

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

| SECTION | TITLE |
|---------|--|
| K | Representations, Certifications and Other Statements of Offeror. |
| L | Instructions And Conditions, and Notices to Offerors. |

| | | |
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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2005 |
| K-2 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | OCT/2006 |
| K-3 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | JAN/2006 |

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332722.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() (i) Paragraph (c) applies.

() (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <u>FAR Clause</u> | <u>Title</u> | <u>Date</u> | <u>Change</u> |
|-------------------|--------------|-------------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

| | | | |
|-----|----------|--|----------|
| K-4 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS | MAY/2004 |
|-----|----------|--|----------|

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332722.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is; () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

(6) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

- (1) Means a small business concern --
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Name of Offeror or Contractor:

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-552.207- 4ECONOMIC PURCHASE QUANTITY - SUPPLIESAUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|--------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-652.209- 5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSDEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

- (i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission

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of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-7 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

| | |
|--|--|
| Place of Performance (Street Address, City, County, State, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

K-8 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause --

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000 - 9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

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- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of Performance means the place where an eend product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Governmmnet. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

- (1) ____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ____ Outside the United States.

(End of provision)

K-9 52.246-4005 VERIFICATION OF CONTINUITY OF FROZEN PLANNING (USAAMCOM) OCT/1997
By submitting this offer, the offeror verifies that the manufacturing planning relative to critical characteristics of the flight safety part(s) that was frozen in accordance with Quality Engineering Standard (QE-STD) 1/QE-STD-2 (as applicable):

a. Has not changed since approval by the U.S. Army Aviation and Missile Command (USAAMCOM) (or U.S. Army Aviation and Troop Command (USAATCOM) or U.S. Army Aviation Systems Command (USAAVSCOM)).

OR

b. Has changed and all changes have been approved by USAAMCOM (or USAATCOM or USAAVSCOM).

OR

c. Has changed, all changes have been submitted to USAAMCOM for approval, and changes will not be made until approval is received.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

L-1 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990
Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-2 52.216- 1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a firm fixed price supply contract resulting from this solicitation.

(END OF PROVISION)

L-3 52.233- 2 SERVICE OF PROTEST SEP/2006
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from -1- .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-4 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.dtic.mil/dfars

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

L-5 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001
(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.:_____

Contractor:_____

Explanation of Data Rights:_____

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(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)

L-6 52.233-4703 AMC-LEVEL PROTEST PROGRAM MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD
Evaluation of indefinite quantity pricing

The government will evaluate offers for award purposes by adding the total price for items identified in section B of the schedule at the estimated quantities therein stated. Evaluation of quantities in this manner will not obligate the government to order the estimated quantities or to distribute orders in the manner evaluated.

Award shall be made to the responsive, responsible offeror whose offer presents the lowest overall cost to the government.

The government may reject a bid as nonresponsive or a proposal as unacceptable if it is materially unbalanced as to prices offered for items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Note: When varying prices are offered, depending on quantity ordered or time of the order within an ordering period, the prices offered shall be evaluated at the highest possible cost to the government based on these prices and the delivery order limitations stated herein.

*** END OF NARRATIVE M0001 ***